

1 BANKRUPTCY RECOVERY GROUP, LLC
 2 TALITHA GRAY KOZLOWSKI, ESQ.
 3 Nevada Bar No. 9040
 4 Email: tgray@brg.legal
 5 GARRETT NYE, ESQ.
 6 Illinois Bar No. 6329215
 7 (*Pro Hac Vice Granted*)
 8 Email: gnye@brg.legal
 9 7251 Amigo Street, Suite 210
 10 Las Vegas, Nevada 89119
 11 Tel: 702-483-6126
 12 *Special Counsel for Debtor*

13
UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

14 IN RE:

15 Case No. 23-10423-mkn

16 CASH CLOUD, INC., d/b/a COIN CLOUD,
 17 Debtor.

18 Chapter 11

19 CASH CLOUD, INC. d/b/a COIN CLOUD,

Adv. Pro. No. 25-01087-mkn

20 Plaintiff,

Hearing Date: April 15, 2025
 Hearing Time: 10:30 a.m.

21 v.

22 TWILIO INC.,

23 Defendant.

24 **DECLARATION OF DANIEL P. AYALA IN SUPPORT OF MOTION: (I) PURSUANT
 25 TO FED. R. BANKR. P. 9019 TO AUTHORIZE AND APPROVE SETTLEMENTS
 26 BETWEEN DEBTOR AND (1) 7-ELEVEN, INC.; (2) AMERICAN EXPRESS
 NATIONAL BANK; (3) SECURETRANS, INC.; (4) BIBBEO LTD.; (5) CYBERCODERS,
 27 INC.; (6) DATAART SOLUTIONS, INC.; (7) DSH DELIVERY LLC; (8) GRANITE
 TELECOMMUNICATIONS LLC; (9) H-E-B, LP; (10) LOVE'S TRAVEL STOPS &
 28 COUNTRY STORES, INC.; (11) RANDSTAD NORTH AMERICA, INC.; (12)
 REPUBLIC SILVER STATE DISPOSAL, INC.; (13) SIEMENS INDUSTRY, INC.; (14)
 SIMON PROPERTY GROUP, INC.; (15) SMITH & SHAPIRO PLLC; (16) TWILIO
 INC.; AND (17) STATE REGULATORY REGISTRY LLC; AND (II) PURSUANT TO
 FED. R. BANKR. P. 328, 330, AND 331 FOR AWARD AND PAYMENT OF
CONTINGENCY FEE AND EXPENSES**

1 I, Daniel P. Ayala, hereby declare as follows:

2 1. I am over the age of 18 and mentally competent. I have personal knowledge of the
 3 facts in this matter and if called upon to testify, could and would do so.

4 2. I am the Independent Director of Cash Cloud, Inc. d/b/a Coin Cloud (the “Debtor”).

5 3. I make this declaration in support of the *Motion: (I) Pursuant to Fed. R. Bankr. P.*
 6 *9019 to Authorize and Approve Settlements Between Debtor and (1) 7-Eleven, Inc.; (2) American*
 7 *Express National Bank; (3) Securetrans, Inc.; (4) Bibbeo Ltd.; (5) CyberCoders, Inc.; (6) DataArt*
 8 *Solutions, Inc.; (7) DSH Delivery LLC; (8) Granite Telecommunications LLC; (9) H-E-B, LP; (10)*
 9 *Love’s Travel Stops & Country Stores, Inc.; (11) Randstad North America, Inc.; (12) Republic*
 10 *Silver State Disposal, Inc.; (13) Siemens Industry, Inc.; (14) Simon Property Group, Inc.; (15)*
 11 *Smith & Shapiro PLLC; (16) Twilio, Inc.; and (17) State Regulatory Registry LLC; and (II)*
 12 *Pursuant to Fed. R. Bankr. P. 328, 330, and 331 for Award and Payment of Contingency Fee and*
 13 *Expenses (the “Motion”).¹*

14 4. Each of the Settling Transferees responded to the Debtor’s demand that they return
 15 certain allegedly preferential transfers. The Settling Transferees either accepted Debtor’s initial
 16 settlement offer or provided responses, either asserting defenses or making a counteroffer to the
 17 settlement offer made by Debtor. For those Settling Transferees that did not accept Debtor’s initial
 18 settlement offer, any asserted defenses were reviewed and analyzed, informal discovery was
 19 undertaken where necessary, and negotiations ensued resulting in the proposed settlements
 20 summarized on Exhibit 1 to the Motion and memorialized in the Settlement Agreements attached
 21 as Exhibits 3 and 19 to the Motion.

22 5. I considered the information received from the Settling Transferees and
 23 recommendations provided by BRG and determined the appropriate settlement offers.

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¹ Unless otherwise expressly stated herein, all undefined, capitalized terms shall have the meaning ascribed to them in the Motion.

6. Having considered the potential defenses, the likelihood of success, the delay and expense of litigation, I believe that each of the settlements are fair and reasonable and request that they be approved.

I declare under penalty of perjury of the laws of the United States that these facts are true to the best of my knowledge and belief.

DATED this ____ day of March 2025.

/s/
DANIEL P. AYALA, ESQ.